

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ALLSTAR MARKETING GROUP, LLC,

Plaintiff,

-v-

AOYATEX CO., LTD., BAODING MI XIAOMEI TRADING CO., LTD., CHANGSHU JINGUANWANG CLOTHING CO., LTD., CHANGSHU YUN AO TEXTILES CO., LTD., DONGGUAN QIDE QUWAN TRADE CO., LTD., DONGGUAN WOODFIELD BABY PRODUCTS COMPANY LIMITED, FOSHAN CAIJIE TECHNOLOGY CO., LTD, HANGZHOU D&D IMPORT AND EXPORT CO., LTD., HENAN RAINCOMING IMPORT AND EXPORT TRADING CO., LTD., JINHUA DARREN TRADING CO., LTD., JINHUA HAIRONG IMPORT AND EXPORT CO., LTD., MARKET UNION CO., LTD., NANJING UNICO INTERNATIONAL TRADE CO., LTD., NANTONG OPERA IMP.& EXP. CO., LTD., NINGBO CHAMPS IMPORT & EXPORT CO., LTD., NINGBO MIGU CULTURE MEDIA CO., LTD., NINGBO PINBANG TEXTILE CO., LTD., NINGBO YOUKI UNITE IMP& EXP CO., LTD., PEACEFUL (GUANGZHOU) IMPORT AND EXPORT CO., LTD., PINGYANG RUIQIANG HOME APPLIANCES FACTORY, QUANZHOU SANYOU OUTDOOR PRODUCTS CO., LTD., SHANGHAI HOLLEY INTERNATIONAL TRADING CO., LTD., SHANGHAI KEDI TOYS CO., LTD., SHANGHAI SWANY TEXTILE INC., SHANGHAI ZHIZHI IMPORT AND EXPORT CO., LTD., SHANTOU DACHUANG ELECTRONIC COMMERCE CO., LTD., SHAOXING KEQIAO BOYI TRADING CO., LTD., SHENZHEN ANJIYUPIN CO., LTD., SHENZHEN FEALINK TECHNOLOGY CO., LTD., SHENZHEN HAIZHEN JINYUAN TRADING LIMITED, SUZHOU LONGFINE TEXTILES TECHNOLOGY LTD., TONGLU MEILUN E-COMMERCE CO. , LTD., WENZHOU HAILIANYAN ELECTRONIC COMMERCE CO., LTD., WUXI RUIMANTING INTERNATIONAL TRADE CO., LTD., XIAMEN NATRUAL PACKING INDUSTRIAL LTD, XIAMEN XIANGBINLI TRADE CO., LTD.,

21 Civ. 5857 (JPC)

1) TEMPORARY RESTRAINING ORDER; 2) ORDER RESTRAINING MERCHANT STOREFRONTS AND DEFENDANTS' ASSETS WITH THE FINANCIAL INSTITUTIONS; 3) ORDER TO SHOW CAUSE WHY A PRELIMINARY INJUNCTION SHOULD NOT ISSUE; 4) ORDER AUTHORIZING BIFURCATED AND ALTERNATIVE SERVICE; AND 5) ORDER AUTHORIZING EXPEDITED DISCOVERY

FILED UNDER SEAL

YANGZHOU GUAN YUE HOUSEWARE CO., LTD., YANGZHOU HOME KA CRAFTS LTD., YANGZHOU JINTUO ARTS-CRAFTS PRODUCTS CO., LTD., YANGZHOU LESHANG TOYS CO., LTD., YANGZHOU YURUI HOUSEHOLD PRODUCTS CO., LTD., YANGZHOU ZHONGXI PLUSH TOYS GIFT CO., LTD., YIWU MUCHUANG CRAFTS CO., LTD., YIWU NIULUO TRADE FIRM, YIWU QIXIAO COMMERCE CO., LTD. and YIWU ROEWE CRAFTS CO., LTD.,

Defendants.

GLOSSARY

Term	Definition
Plaintiff or Allstar	Allstar Marketing Group, LLC
Defendants	Aoyatex Co., Ltd., Baoding Mi Xiaomei Trading Co., Ltd., Changshu Jinguanwang Clothing Co., Ltd., Changshu Yun Ao Textiles Co., Ltd., Dongguan Qide Quwan Trade Co., Ltd., Dongguan Woodfield Baby Products Company Limited, Foshan Caijie Technology Co.,Ltd, Hangzhou D&D Import And Export Co., Ltd., Henan Raincoming Import And Export Trading Co., Ltd., Jinhua Darren Trading Co., Ltd., Jinhua Hairong Import And Export Co., Ltd., Market Union Co., Ltd., Nanjing Unico International Trade Co., Ltd., Nantong Opera Imp.& Exp. Co., Ltd., Ningbo Champs Import & Export Co., Ltd., Ningbo Migu Culture Media Co., Ltd., Ningbo Pinbang Textile Co., Ltd., Ningbo Youki Unite Imp& Exp Co., Ltd., Peaceful (guangzhou) Import And Export Co., Ltd., Pingyang Ruiqiang Home Appliances Factory, Quanzhou Sanyou Outdoor Products Co., Ltd., Shanghai Holley International Trading Co., Ltd., Shanghai Kedi Toys Co., Ltd., Shanghai Swany Textile Inc., Shanghai Zhizhi Import And Export Co., Ltd., Shantou Dachuang Electronic Commerce Co., Ltd., Shaoxing Keqiao Boyi Trading Co., Ltd., Shenzhen Anjiyoupin Co., Ltd., Shenzhen Fealink Technology Co., Ltd., Shenzhen Haizhen Jinyuan Trading Limited, Suzhou Longfine Textiles Technology Ltd., Tonglu Meilun E-Commerce Co. , Ltd., Wenzhou Hailianyan Electronic Commerce Co.,Ltd., Wuxi Ruimanting International Trade Co., Ltd., Xiamen Natrual Packing Industrial Ltd, Xiamen Xiangbinli Trade Co., Ltd., Yangzhou Guan Yue Houseware Co., Ltd., Yangzhou Home Ka Crafts Ltd., Yangzhou Jintuo Arts-Crafts Products Co., Ltd., Yangzhou Leshang Toys Co., Ltd., Yangzhou Yurui Household Products Co., Ltd., Yangzhou Zhongxi Plush Toys Gift Co., Ltd., Yiwu Muchuang Crafts Co., Ltd., Yiwu Niuluo Trade Firm, Yiwu Qixiao Commerce Co., Ltd., and Yiwu Roewe Crafts Co., Ltd.
Jay At Play	Jay At Play International Hong Kong Limited d/b/a Jay At Play
Alibaba	Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York

Epstein Drangel	Epstein Drangel LLP, counsel for Plaintiff
New York Address	244 Madison Ave, Suite 411, New York, New York 10016
Complaint	Plaintiff's Complaint
Application	Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i>) and Defendants' Assets (as defined <i>infra</i>) with the Financial Institutions (as defined <i>infra</i>); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service; and 5) an order authorizing expedited discovery
De Marco Declaration	Declaration of Jennifer De Marco in Support of Plaintiff's Application
Futterman Declaration	Declaration of Danielle S. Futterman in Support of Plaintiff's Application
Happy Nappers Marks	U.S. Trademark Registration Nos.: 6,102,208 for "HAPPY NAPPERS" for goods in Class 20 and 24; and 3,998,335 for "HAPPY NAPPERS" for goods in Class 28
Happy Nappers Works	U.S. Copyright Reg. Nos.: VA 2-227-806 covering Shak the Shark; VA 2-227-789 covering Arianna the White Unicorn; VA 2-227-807 covering Duncan the Dragon; VA 2-227-808 covering Lilly the Lady Bug; VA 2-227-810 covering Monique the Pink Unicorn; VA 2-227-816 covering Kodiak the Grey Husky; VA 2-227-818 covering Dusty the Yellow Dog; and VA 2-227-820 covering Charlotte the Pink Kitty
Happy Nappers Products	A pillow toy that when unzipped, expands into a sleep sack
The Counterfeit Products	Products bearing or used in connection with the Happy Nappers Marks and/or Happy Nappers Works, and/or products in packaging and/or containing labels and/or hang tags bearing the Happy Nappers Marks and/or Happy Nappers Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Happy Nappers Marks and/or Happy Nappers Works and/or products that are identical or confusingly or substantially similar to the Happy Nappers Products
Infringing Listings	Defendants' alleged listings for the Counterfeit Products
User Accounts	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them
Merchant Storefronts	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and

	all persons in active concert or participation with any of them operate storefronts allegedly to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in the Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them
Defendants' Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)
Defendants' Financial Accounts	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)
The Financial Institutions	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. ("PingPong") and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants
Third Party Service Providers	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise

JOHN P. CRONAN, United States District Judge:

The Court has considered Plaintiff's *ex parte* application for the following: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service; and 5) an order authorizing expedited discovery against Defendants, the Third Party Service Providers, and the Financial Institutions in light of Defendants' alleged intentional and willful offerings for sale and/or sales of the Counterfeit Products.¹ A complete list of Defendants is attached hereto as **Schedule A**, which also includes links to Defendants' Merchant Storefronts and the allegedly Infringing Listings. Having reviewed the Application, including the Declarations of Jennifer De Marco and Danielle S. Futterman and exhibits attached thereto, the Court makes the following findings of fact and conclusions of law, and orders the following relief.

Factual Findings and Conclusions of Law

1. Plaintiff is a developer, producer, marketer, and distributor of consumer products that Plaintiff promotes and sells throughout the United States and the world through major retailers and well-known mass retail outlets, including, but not limited to Wal-Mart, Target, and Bed Bath & Beyond, as well as through its retail customers' websites and a network of international distributors, among other channels of trade.

2. One of Plaintiff's products is Happy Nappers, a pillow toy that when unzipped, expands into a sleep sack.

3. The Happy Nappers Products generally retail for between \$39.99 and \$120.99.

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

4. Plaintiff was granted the exclusive license to use the Happy Nappers Marks from Jay At Play International Hong Kong Limited d/b/a Jay At Play, including U.S. Trademark Registration Nos.: 6,102,208 for “HAPPY NAPPERS” for goods in Class 20 and 24; and 3,998,335 for “HAPPY NAPPERS” for goods in Class 28.

5. The Happy Nappers Marks are currently in use in commerce in connection with the Happy Nappers Products.

6. In addition, Plaintiff was granted the exclusive license to use the Happy Nappers Works from Jay At Play, including U.S. Copyright Registration Nos.: VA 2-227-806 covering Shak the Shark; VA 2-227-789 covering Arianna the White Unicorn; VA 2-227-807 covering Duncan the Dragon; VA 2-227-808 covering Lilly the Lady Bug; VA 2-227-810 covering Monique the Pink Unicorn; VA 2-227-816 covering Kodiak the Grey Husky; VA 2-227-818 covering Dusty the Yellow Dog; and VA 2-227-820 covering Charlotte the Pink Kitty.

7. Plaintiff has provided evidence that Defendants are manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, and offering for sale the Counterfeit Product through Defendants’ User Accounts and Merchant Storefronts with Alibaba (see **Schedule A** for links to Defendants’ Merchant Storefronts and the Infringing Listings).

8. Alibaba is an online marketplace and e-commerce platform that allows manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale and/or sell and ship their retail products originating from China, among other locations, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York.

9. Plaintiff has provided evidence that Defendants are not, nor have they ever been, authorized distributors or licensees of the Happy Nappers Products.

10. Plaintiff is likely to prevail on its Lanham Act, copyright and related common law claims at trial.

11. As a result of the evidence of Defendants' infringements, Plaintiff, as well as consumers, are likely to suffer immediate and irreparable losses, damages and injuries, unless Plaintiff's Application for *ex parte* relief is granted, for the following reasons:

- a. Plaintiff has presented evidence that Defendants have offered for sale and sold the Counterfeit Products, which infringe the Happy Nappers Works and/or Happy Nappers Marks;
- b. Plaintiff has well-founded fears that more Counterfeit Products will appear in the marketplace; that consumers may be misled, confused and disappointed by the quality of these Counterfeit Products, resulting in injury to Plaintiff's reputation and goodwill; and that Plaintiff may suffer loss of sales for its Happy Nappers Products; and
- c. Plaintiff has well-founded fears that if it proceeds on notice to Defendants on this Application, Defendants will: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with the Counterfeit Products or other goods that infringe the Happy Nappers Works and/or Happy Nappers Marks, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control; (ii) inform their suppliers and others of Plaintiff's claims with the result being that those suppliers and others may also secret, conceal, sell-off or otherwise dispose of the Counterfeit Products or other goods infringing the Happy Nappers Works and/or Happy Nappers Marks, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control; (iii) secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from its sales of the Counterfeit Products or other goods infringing the Happy Nappers Works and/or Happy Nappers Marks and records relating thereto that are in their possession or under their control; and/or (iv) open

new User Accounts and Merchant Storefronts under new or different names and continue to offer for sale and sell the Counterfeit Products with little to no consequence.

12. The balance of potential harm to Defendants of being prevented from continuing to profit from their allegedly illegal and infringing activities if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiff, its business, and the goodwill and reputation built up in and associated with the Happy Nappers Works and/or Happy Nappers Marks if a temporary restraining order is not issued.

13. Public interest favors issuance of the temporary restraining order in order to protect Plaintiff's interests in its Happy Nappers Works and/or Happy Nappers Marks, and to protect the public from being deceived and defrauded by Defendants' passing off of substandard and counterfeit products as Happy Nappers Products.

14. Plaintiff has not publicized its request for a temporary restraining order in any way.

15. Service on Defendants via electronic means is reasonably calculated to result in proper notice to Defendants.

16. If Defendants are given notice of the Application, they are likely to secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of the Counterfeit Products or other goods infringing the Happy Nappers Works and/or Happy Nappers Marks. Therefore, good cause exists for granting Plaintiff's request for an asset restraining order. It typically takes the Financial Institutions a minimum of five (5) days after service of the Order to locate, attach and freeze Defendants' Assets and/or Defendants' Financial Accounts and it is anticipated that it will take Alibaba a minimum of five (5) days to freeze Defendants' Merchant Storefronts. As such, the Court allows enough time for Plaintiff to serve the Financial Institutions and Alibaba with this Order, and for the Financial Institutions and Alibaba to comply with the

Paragraphs I(B)(1) through I(B)(2) and I(C)(1) of this Order, respectively, before requiring service on Defendants.

17. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Plaintiff the records and documents relating to Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of the Counterfeit Products. Therefore, Plaintiff has good cause to be granted expedited discovery.

Order

Based on the foregoing findings of fact and conclusions of law, Plaintiff's Application is hereby granted as follows:

I. Temporary Restraining Order

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants are hereby restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of the Court:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products, or any other products bearing the Happy Nappers Works and/or Happy Nappers Marks and/or marks and/or artwork that are confusingly and/or substantially similar to, identical to and constitute a counterfeiting or infringement of the Happy Nappers Works and/or Happy Nappers Marks;
- 2) directly or indirectly infringing in any manner Plaintiff's Happy Nappers Works and/or Happy Nappers Marks;

- 3) using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Happy Nappers Works and Happy Nappers Marks, to identify any goods or service not authorized by Plaintiff;
- 4) using Plaintiff's Happy Nappers Works and/or Happy Nappers Marks and/or any other marks that are confusingly similar to the Happy Nappers Marks and/or any other artwork that is substantially similar to the Happy Nappers Works, on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;
- 5) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities and Plaintiff;
- 6) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) the Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of the Counterfeit Products;
- 7) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other

- means of importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of the Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order; and
- 8) knowingly instructing any other person or business entity to engage in any of the activities referred to in Subparagraphs I(A)(1) through I(A)(7) above and I(B)(1) through I(B)(2) and I(C)(1) below.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that Alibaba and the Financial Institutions are hereby restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of this Court:

- 1) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants' Assets from or to Defendants' Financial Accounts until further ordered by this Court;
- 2) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defendants' Assets and Defendants' Financial Accounts; and
- 3) knowingly instructing, aiding or abetting any person or business entity in engaging in any of the activities referred to in Subparagraphs I(A)(1) through I(A)(7) and I(B)(1) through I(B)(2) above and I(C)(1) below.

C. IT IS FURHTER ORDERED, as sufficient cause has been shown, that Alibaba is hereby restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of this Court:

- 1) within five (5) days after receipt of service of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without limitation, continued operation of Defendants' User Accounts and Merchant Storefronts; and
- 2) knowingly instructing, aiding, or abetting any other person or business entity in engaging in any of the activities referred to in Subparagraphs I(A)(1) through I(A)(4), I(B)(1) through I(B)(2) and I(C)(1) above.

**II. Order to Show Cause Why a Preliminary Injunction
Should Not Issue and Order of Notice**

- A. Defendants are FURTHER ORDERED to show cause before this Court in Courtroom 12D of the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, New York on July 26, 2021 at 9:00 a.m., why a preliminary injunction, pursuant to Federal Rule of Civil Procedure 65(a), should not issue.
- B. IT IS FURTHER ORDERED that opposing papers, if any, shall be filed electronically with the Court and served on Plaintiff's counsel by delivering copies thereof to the office of Epstein Drangel LLP at 60 East 42nd Street, Suite 2520, New York, NY 10165, Attn: Jason M. Drangel on or before July 21, 2021. Plaintiff shall file any Reply papers on or before July 23, 2021.
- C. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to appear at the show cause hearing scheduled in Paragraph II(A) above may result in the imposition of a preliminary injunction against them pursuant to Federal Rule of Civil Procedure 65, which may take effect immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

III. Asset Restraining Order

- A. IT IS FURTHER ORDERED pursuant to Federal Rules of Civil Procedure 64 and 65 and N.Y. C.P.L.R. § 6201 and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, as sufficient cause has been shown, that

within five (5) days of receipt of service of this Order, the Financial Institutions shall locate and attach Defendants' Financial Accounts and shall provide written confirmation of such attachment to Plaintiff's counsel.

IV. Order Authorizing Bifurcated and Alternative Service by Electronic Means

A. IT IS FURTHER ORDERED pursuant to Federal Rule of Civil Procedure 4(f)(3), as sufficient cause has been shown, that service may be made on, and shall be deemed effective as to Defendants if it is completed by the following means:

- 1) delivery of: (i) PDF copies of this Order together with the Summons and Complaint, or
(ii) a link to a secure website (including NutStore, a large mail link created through Rmail.com and via website publication through a specific page dedicated to this Lawsuit accessible through ipcounselorslawsuit.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order to Defendants' e-mail addresses to be determined after having been identified by Alibaba pursuant to Paragraph V(C); or
- 2) delivery of a message to Defendants through the same means that Plaintiff's agents have previously communicated with Defendants, namely the system for communications established by the Third Party Service Providers on their respective platforms, notifying Defendants that an action has been filed against them in this Court and providing a link to a secure website (such as NutStore or a large mail link created through Rmail.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be deemed effective as to Defendants, the Third

Party Service Providers including Alibaba, and the Financial Institutions through the pendency of this action.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be made within three (3) days of the Financial Institutions' and Alibaba's compliance with Paragraphs III(A) and V(C) of this Order.

D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons directed to all Defendants as listed in an attachment to the summons that will apply to all Defendants.

E. IT IS FURTHER ORDERED, as sufficient cause has been shown, that service may be made and shall be deemed effective as to the following if it is completed by the below means:

- 1) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PayPal Inc. will be able to download a PDF copy of this Order via electronic mail to PayPal Legal Specialist at EEOMALegalSpecialist@paypal.com;
- 2) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where AliPay.com Co., Ltd., Ant Financial Services will be able to download a PDF copy of this Order via electronic mail Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at di.zd@alipay.com;
- 3) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Alibaba will be able to download a PDF copy of this Order via electronic mail to Ms. Rachel Wang, Legal Counsel, Alibaba Group at rachel.wy@alibaba-inc.com and Ms. Yujuan He, Paralegal, Alibaba Group at chloe.he@alibaba-inc.com;
- 4) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer Inc. will be able to download a PDF copy of this Order via electronic mail to Payoneer Inc.'s Customer Service Management at customerservicemanager@payoneer.com and Edward Tulin, counsel for Payoneer Inc., at Edward.Tulin@skadden.com; and

- 5) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PingPong Global Solutions Inc. will be able to download a PDF copy of this Order via electronic mail to legal@pingpongx.com.

V. Order Authorizing Expedited Discovery

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days after receiving service of this Order, each Defendant shall serve upon Plaintiff's counsel a written report under oath providing:
 - a. their true name and physical address;
 - b. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
 - c. the complete sales records for any and all sales of the Counterfeit Products, including but not limited to number of units sold, the price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;
 - d. the account details for any and all of Defendants' Financial Accounts, including but not limited to, the account numbers and current account balances; and
 - e. the steps taken by each Defendant, or other person served to comply with **Section I**, above.
- 2) Plaintiff may serve interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York and Defendants who are served with this Order shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff's counsel.

3) Plaintiff may serve requests for the production of documents pursuant to Fed. R. Civ. P. 26 and 34, and Defendants who are served with this Order and the requests for the production of documents shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff's counsel.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order the Financial Institutions shall identify any and all of Defendants' Financial Accounts, and provide Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, including contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts and confirmation of said compliance with this Order.

C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, Alibaba and any other Third Party Service Providers shall identify any and all of Defendants' User Accounts and Merchant Storefronts, and provide Plaintiff's counsel with a summary report containing account details for any and all User Accounts and Merchant Storefronts, which shall include, at a minimum, identifying information for Defendants and Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses) and confirmation of said compliance with this Order.

D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

1) Within fourteen (14) days of receiving actual notice of this Order, all Financial Institutions who are served with this Order shall provide Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:

- a. account numbers;
- b. current account balances;
- c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, names, addresses and contact information;
- d. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
- e. any and all deposits and withdrawals during the previous year from each and every one of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
- f. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

E. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receipt of service of this Order, the Third Party Service Providers shall provide to Plaintiff's counsel all documents and records in its possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
 - a. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers

for any and all User Accounts and Defendants' Merchant Storefronts that Defendants have ever had and/or currently maintain with the Third Party Service Providers that were not previously provided pursuant to Paragraph V(C);

b. the identities, location and contact information, including any and all e-mail addresses of Defendants that were not previously provided pursuant to Paragraph V(C);

c. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and

d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of the Counterfeit Products, or any other products bearing the Happy Nappers Marks and/or Happy Nappers Works and/or marks and/or artwork that are confusingly and/or substantially similar to, identical to and constitute an infringement of the Happy Nappers Marks and/or Happy Nappers Works.

VI. Security Bond

A. IT IS FURTHER ORDERED that Plaintiff shall place security in the amount of five thousand Dollars (\$5,000) with the Court which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

VII. Sealing Order

A. IT IS FURTHER ORDERED that Plaintiff's Complaint and exhibits attached thereto, and Plaintiff's *ex parte* Application and the Declarations of Jennifer De Marco and Danielle S. Futterman in support thereof and exhibits attached thereto and this Order shall remain sealed until the Financial Institutions and Alibaba comply with Paragraphs I(B)-(C), III(A) and V(C) of this Order, but no later than July 20, 2021 absent further order of the Court.

SO ORDERED.

Signed this 12th day of July, 2021, at 6:30 p.m.



JOHN P. CRONAN
United States District Judge

SCHEDULE A

No.	Defendant	Infringing Listing	Merchant Storefront
1	Aoyatex Co., Ltd.	https://www.alibaba.com/product-detail/Pillow-Happy-Nappers-for-Kids-for_1600227587196	https://aoyatex.en.alibaba.com/
2	Baoding Mi Xiaomei Trading Co., Ltd.	https://www.alibaba.com/product-detail/Plush-Toys-Sleeping-bag-happy-napper_1600244496615	https://mixiaomei.en.alibaba.com/
3	Changshu Jinguanwang Clothing Co., Ltd.	https://www.alibaba.com/product-detail/10-colors-happy-naper-pillow-sleeping_1600228266952	https://cncljsgw.en.alibaba.com/
4	Changshu Yun Ao Textiles Co., Ltd.	https://www.alibaba.com/product-detail/Factory-Direct-Soft-Skin-friendly-Sleeping_1600259295398	https://keevigo.en.alibaba.com/
5	Dongguan Qide Quwan Trade Co., Ltd.	https://www.alibaba.com/product-detail/2021-Stuffed-Animal-Happy-Nappers-Plush_1600255761905	https://zidtoy.en.alibaba.com/
6	Dongguan Woodfield Baby Products Company Limited	https://www.alibaba.com/product-detail/Wholesale-custom-plush-happy-nappers-sleeping_1600230658156	https://woodfield.en.alibaba.com/
7	Foshan Caijie Technology Co.,Ltd	https://www.alibaba.com/product-detail/Children-Cartoon-Blanket-Birthday-Gifts-Thick_1600245588740	https://caijie-tech.en.alibaba.com/
8	Hangzhou D&D Import And Export Co., Ltd.	https://www.alibaba.com/product-detail/Wholesale-Custom-Animal-Shark-Unicorn-happy_1600267252966	https://dd-gift.en.alibaba.com/
9	Henan Raincoming Import And Export Trading Co., Ltd	https://www.alibaba.com/product-detail/Happy-Nappers-Sleeping-Bag-Plush-Dog_1600180939159	https://raincoming.en.alibaba.com/
10	Jinhua Darren Trading Co., Ltd.	https://www.alibaba.com/product-detail/Amazon-hot-sell-Stuffed-Happy-nappers_160022446183	https://jhdarren.en.alibaba.com/
11	Jinhua Hairong Import And Export Co., Ltd.	https://www.alibaba.com/product-detail/Amazon-hot-sale-Happy-Nappers-Children_1600252305293	https://hairongtoy.en.alibaba.com/
12	Market Union Co., Ltd.	https://www.alibaba.com/product-detail/Children-s-Lazy-Pajamas-Doll-Push_1600231657608	https://cnmarketunion.en.alibaba.com/
13	Nanjing Unico International Trade Co., Ltd.	https://www.alibaba.com/product-detail/Custom-Account-Top-Seller-Baby-Sleeping_1600228606313	https://unicotrade.en.alibaba.com/
14	Nantong Opera Imp.& Exp. Co., Ltd.	https://www.alibaba.com/product-detail/new-custom-cuddly-pillow-animal-plush_1600227035880	https://nantongopera.en.alibaba.com/
15	Ningbo Champs Import & Export Co., Ltd.	https://www.alibaba.com/product-detail/3-in-1-Sleeping-Bag-Plush_1600205195222	https://nbchamps.en.alibaba.com/
16	Ningbo Migu Culture Media Co., Ltd.	https://www.alibaba.com/product-detail/Happy-Nappers-Napper-2021-Large-Sleeping_1600249555566	https://migufactory.en.alibaba.com/
17	Ningbo Pinbang Textile Co., Ltd.	https://www.alibaba.com/product-detail/Pillow-Happy-Nappers-for-Kids-for_1600262637175	https://zjsunrose.en.alibaba.com/
18	Ningbo Youki Unite Imp& Exp Co., Ltd.	https://www.alibaba.com/product-detail/HF-Children-s-happy-nappers-135cm_1600257267642	https://youki.en.alibaba.com/
19	Peaceful (guangzhou) Import And Export Co., Ltd.	https://www.alibaba.com/product-detail/Peaceful-Sleeping-Bag-Sleep-Sack-Plush_1600225679657	https://peaceful.en.alibaba.com/
20	Pingyang Ruiqiang Home Appliances Factory	https://www.alibaba.com/product-detail/Wholesale-Custom-Made-Portable-Nappers-Children_1600202044278	https://cn1517600441toim.en.alibaba.com/
21	Quanzhou Sanyou Outdoor Products Co., Ltd.	https://www.alibaba.com/product-detail/New-happy-nappers-explosive-children-s_1600227712323	https://sanyououtdoor.en.alibaba.com/
22	Shanghai Holley International Trading Co., Ltd.	https://www.alibaba.com/product-detail/2021-Hot-Sale-Happy-Napp-Large_1600211431412	https://shholley.en.alibaba.com/
23	Shanghai Kedi Toys Co., Ltd.	https://www.alibaba.com/product-detail/2021-best-sale-new-design-hot_1600227209278	https://cn1521073912caok.en.alibaba.com/
24	Shanghai Swany Textile Inc.	https://www.alibaba.com/product-detail/Plush-Unicorn-Pillow-Soft-toy-unicorn_1600227576267	https://cnswany.en.alibaba.com/
25	Shanghai Zhizhi Import And Export Co., Ltd.	https://www.alibaba.com/product-detail/Wholesale-Custom-Animal-Shark-Unicorn-happy_1600230007356	https://chinazhizhi.en.alibaba.com/
26	Shantou Dachuang Electronic Commerce Co., Ltd.	https://www.alibaba.com/product-detail/Amazon-Top-Seller-Soft-Toy-Unicorn_1600231136124	https://flossy.en.alibaba.com/
27	Shaoxing Keqiao Boyi Trading Co., Ltd.	https://www.alibaba.com/product-detail/Wholesale-Custom-Animal-Shark-Unicorn-happy_1600258830450	https://yuyidong.en.alibaba.com/
28	Shenzhen Anjiyoupin Co., Ltd.	https://www.alibaba.com/product-detail/Cute-Children-s-Doll-Push-Pillow_1600240847999	https://ajyp.en.alibaba.com/
29	Shenzhen Fealink Technology Co., Ltd.	https://www.alibaba.com/product-detail/Soft-Warm-Large-Size-Children-Plush_1600239360580	https://szfenglian.en.alibaba.com/
30	Shenzhen Haizhen Jinyuan Trading Limited	https://www.alibaba.com/product-detail/130-50cm-Animal-Unicorn-Hot-Sale_1600264406588	https://szallfine.en.alibaba.com/
31	Suzhou Longfine Textiles Technology Ltd.	https://www.alibaba.com/product-detail/Happy-Nappers-Wholesale-Custom-Animal-Shark_1600238990135	https://longfine.en.alibaba.com/
32	Tonglu Meilun E-Commerce Co., Ltd.	https://www.alibaba.com/product-detail/Happy-Nappers-Soft-Animal-Sleepwear-Bag_1600238496965	https://lumeilun.en.alibaba.com/
33	Wenzhou Hailianyan Electronic Commerce Co.,Ltd.	https://www.alibaba.com/product-detail/sleep-wear-bags-a-happy-nappers_1600220518787	https://zjhlj.en.alibaba.com/
34	Wuxi Ruimanting International Trade Co., Ltd.	https://www.alibaba.com/product-detail/Happy-Nappers-Explosive-Children-s-Animal_1600223682583	https://rementen.en.alibaba.com/
35	Xiamen Natrual Packing Industrial Ltd	https://www.alibaba.com/product-detail/Baby-Lovely-Plush-Soft-Toy-Unicorn_1600241725889	https://natrualpacking.en.alibaba.com/
36	Xiamen Xiangbinli Trade Co., Ltd.	https://www.alibaba.com/product-detail/Baby-Lovely-Plush-Soft-Toy-Unicorn_1600228712525	https://xiangbinli.en.alibaba.com/
37	Yangzhou Guan Yue Houseware Co., Ltd.	https://www.alibaba.com/product-detail/Happy-Nappers-Soft-Comfortable-Easy-To_1600245353729	https://yzguanyue.en.alibaba.com/
38	Yangzhou Home Ka Crafts Ltd.	https://www.alibaba.com/product-detail/Happy-nappers-cartoon-animal-slipping-bag_1600225891481	https://yortoob.en.alibaba.com/
39	Yangzhou Jintuo Arts-Crafts Products Co., Ltd.	https://www.alibaba.com/product-detail/2021-Happy-Nappers-Explosive-Children-s_1600268125761	https://yzjtcy.en.alibaba.com/
40	Yangzhou Leshang Toys Co., Ltd.	https://www.alibaba.com/product-detail/Children-Soft-Comfortable-Sleeping-Bag-with_1600266440169	https://yzlswj.en.alibaba.com/
41	Yangzhou Yurui Household Products Co., Ltd.	https://www.alibaba.com/product-detail/Ready-Goods-To-Ship-Wholesale-Happy_1600249497104	https://creativetoy.en.alibaba.com/
42	Yangzhou Zhongxi Plush Toys Gift Co., Ltd.	https://www.alibaba.com/product-detail/Plush-Animal-Toy-Happy-Nappers-Plush_1600162977430	https://yzxxwj.en.alibaba.com/
43	Yiwu Muchuang Crafts Co., Ltd.	https://www.alibaba.com/product-detail/Happy-Nappers-2021-Wholesale-Portable-Happy_1600233899270	https://frenziedguy.en.alibaba.com/
44	Yiwu Niuluo Trade Firm	https://www.alibaba.com/product-detail/Super-Quality-Baby-Happy-Nappers-Pillow_1600213247833	https://marcusn.en.alibaba.com/
45	Yiwu Qixiao Commerce Co., Ltd.	https://www.alibaba.com/product-detail/Happy-Nappers-Pillow-Sleepy-Sack-Comfy_1600260050391	https://sevenowl.en.alibaba.com/
46	Yiwu Roewe Crafts Co., Ltd.	https://www.alibaba.com/product-detail/2021-Happy-Nappers-135cm-Children-Soft_1600155589562	https://ohyestrade.en.alibaba.com/